



IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

----- x
UNITED STATES OF AMERICA and
STATE OF CONNECTICUT,

Plaintiffs,

v.

Civil No.: 3:10-cv-1158-JBA

ANACOMP, INC. et al.,

Defendants.
----- x

Superfund Records Center

SITE: SECON

PREPARED: 10/7

OTHER: 4447/17

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred at or in connection with the Solvents Recovery Service of New England, Inc. Superfund Site in Southington, Connecticut ("the Site").

B. The State of Connecticut (the "State") also filed a complaint against the defendant in this Court alleging that the defendant is liable to the State under Section 107 of CERCLA, 42 U.S.C. § 9607, and Conn. Gen. Stat. § 22a-451. The State in its complaint seeks reimbursement of response costs incurred at or in connection with the Site.

C. The defendant that has entered into this Consent Decree ("Settling Defendant") does not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in the complaints.

D. Settling Defendant asserts that it has a limited ability to pay response costs incurred and to be incurred at the Site. The United States has reviewed the Financial Information submitted by Settling Defendant to determine whether it is financially able to pay response costs incurred and to be incurred at the Site. Based upon this Financial Information, the United States has determined that Settling Defendant has a limited ability to pay, but is able to pay the amounts specified in Section VI.

E. The Parties agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree

is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9606, 9607 and 9613(b) and also has personal jurisdiction over Settling Defendant. Settling Defendant consents to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and the State, and upon Settling Defendant and its heirs, successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendant under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

"Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

"Consent Orders" shall mean the following orders issued in the administrative proceeding referred to as In the Matter of Solvents Recovery Service of New England, Inc. Superfund Site: (i) the Administrative Order on Consent for Removal Action, U.S. EPA Region I CERCLA Docket No. I-94-1045; and (ii) the Administrative Order on Consent for Removal Action and Remedial Investigation Feasibility Study, U.S. EPA Region I CERCLA Docket No. I-97-1000 (superceding Administrative Order on Consent for Removal Action and Remedial Investigation/Feasibility Study, U.S. EPA Region I CERCLA Docket No. I-96-1036).

"Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

"DOI" shall mean the United States Department of the Interior and any successor departments, agencies or instrumentalities of the United States.

"DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

"EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

"Effective Date" shall be the date this Consent Decree is entered as a final judgment under Fed. R. Civ. P. 54 and 58.

"Financial Information" shall mean those financial documents identified in Appendix B.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

"Natural Resources" shall mean "natural resources" as that term is defined in Section 101(16) of CERCLA, 42 U.S.C. § 9601(16).

"Natural Resource Damages" shall mean damages for injury to, destruction of, or loss of natural resources, including the reasonable cost of assessing such damages, as provided in Section 107(a)(4)(c) of CERCLA, 42 U.S.C. § 9607(a)(4)(c).

"Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

"Parties" shall mean the United States, the State of Connecticut, and the Settling Defendant.

"Plaintiffs" shall mean the United States and the State of Connecticut.

"RCRA" shall mean the Solid Waste Disposal Act, 42 U.S.C. § 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

"Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

"Settling Defendant" shall mean Compagnone Holdings, Inc. (formerly known as Mace Adhesives & Coatings Co., Inc.).

"Site" shall mean the Solvents Recovery Service of New England Superfund Site, encompassing approximately 45 acres, located on Lazy Lane in Southington, CT, including the aerial extent of contamination resulting from operations of the former Solvents Recovery Service of New England facility, and depicted generally on the map attached as Appendix A.

"State" shall mean the State of Connecticut.

"Trust" shall mean the Solvents Recovery Service of New England, Inc. Superfund Site Settlement Trust.

"Trust Agreement" shall mean the declaration of trust for the Solvents Recovery

Service of New England, Inc. Superfund Site Settlement Trust, dated August 12, 2008.

"United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the mutual objective of the Parties is for Settling Defendant to make the cash payment set forth in Section VI to resolve its liability for response costs and for Natural Resource Damages regarding the Site, including obligations under the Consent Orders, as provided in the Covenant Not to Sue by Plaintiffs in Section VIII, and subject to the Reservations of Rights by the United States and the State in Section IX.

VI. PAYMENTS

5. No later than 30 days after the Effective Date, Settling Defendant shall pay \$30,463 to the Trust.

6. Payment instructions.

a. The payment to be made by Settling Defendant under Paragraph 5 shall be made by bank check made payable to "SRSNE Site Group Settlement Account." The check, or a letter accompanying each check, shall identify the name and address of the party making payment, and shall be sent to:

R. Thomas Dorsey
de maximis, inc.
450 Montbrook Lane
Knoxville, TN 37919-2705

b. As provided in the Trust Agreement, a portion of the funds in the Trust will be paid to the parties who are performing the remedial action at the Site, pursuant to the Remedial Design/Remedial Action settlement that was lodged on or about October 30, 2008 in *United States v. American Hoechst Corp. et al.*, Civ No. 3:08cv1509 (WWE), to partially fund the performance of the remedial action at the Site.

c. At the time of the payment, Settling Defendant shall send notice that payment has been made to EPA, the State and DOJ in accordance with Section XIII (Notices and Submissions).

VII. FAILURE TO COMPLY WITH CONSENT DECREE

7. Interest on Late Payments. If Settling Defendant fails to make any payment under Section VI by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

8. Stipulated Penalty.

a. If the amount due under Section VI is not paid by the required date, Settling Defendant shall be in violation of this Consent Decree and shall pay to EPA a stipulated penalty, in addition to the Interest required to be paid to the Trust by Paragraph 7, \$100 per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall refer to the name and address of the party making payment, the Site name, the EPA Region and EPA Site/Spill ID Number 01-08, and DOJ Case Number 90-7-1-23/10 and shall be sent to:

(By regular mail)
U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
PO Box 979076
St. Louis, MO 63197-9000

(By overnight mail)
U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, MO 63101

c. At the time of each payment, Settling Defendant shall send notice that payment has been made to EPA and DOJ in accordance with Section XIII (Notices and Submissions) and to EPA's Cincinnati Financial Office, 26 Martin Luther King Drive, Cincinnati, Ohio 45268.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendant of its violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

9. If the United States or the State brings an action to enforce this Consent Decree against Settling Defendant, Settling Defendant shall reimburse the United States and the State for all costs of such action, including but not limited to costs of attorney time.

10. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiffs by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.

11. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendant from payment as required by Section VI or from performance of any other requirements of this Consent Decree.

VIII. COVENANT NOT TO SUE BY PLAINTIFFS

12. Except as specifically provided in Section IX (Reservation of Rights by

Plaintiffs), the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a), or section 7003 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6973, with regard to the Site, including Natural Resource Damages and all obligations under the Consent Orders. With respect to the present and future liability of Settling Defendant, this covenant shall take effect upon receipt of all amounts required to be paid by Settling Defendant to the Trust pursuant to Section VI (Payments), and any amount due from Settling Defendant to the Trust and EPA under Section VII (Failure to Comply with Consent Decree). This covenant not to sue Settling Defendant is conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree. This covenant not to sue Settling Defendant is also conditioned upon the veracity and completeness of the Financial Information provided to EPA by Settling Defendant. If the Financial Information submitted by Settling Defendant is subsequently determined by EPA to be false or, in any material respect, inaccurate, Settling Defendant shall forfeit all payments made pursuant to this Consent Decree and this covenant not to sue and the contribution protection in Paragraph 22 shall be null and void. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the United States' right to pursue any other causes of action arising from Settling Defendant's false or materially inaccurate information. This covenant not to sue extends only to Settling Defendant and does not extend to any other person.

13. In consideration of the payments that will be made by Settling Defendant under the terms of the Consent Decree, and except as specifically provided in Section IX (Reservation of Rights by Plaintiffs), Paragraphs 16 and 17, the State covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 107(a) of CERCLA, 42 U.S.C. § 9607(a), section 7003 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6973, or Conn. Gen. Stats. §§ 22a-432, 22a-451, 22a-6a and 22a-14 through 22a-20, inclusive, relating to the Site, including Natural Resource Damages and all obligations under the Consent Orders. With respect to the present and future liability of Settling Defendant, this covenant shall take effect upon receipt by the Trust of all amounts required to be paid by Settling Defendant to the Trust by Section VI (Payments) and any amount due the Trust and EPA under Section VII (Failure to Comply with Consent Decree). This covenant not to sue Settling Defendant is conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree. This covenant not to sue Settling Defendant is also conditioned upon the veracity and completeness of the Financial Information provided to EPA by Settling Defendant. If the Financial Information submitted by Settling Defendant is subsequently determined by the State to be false or, in any material respect, inaccurate, Settling Defendant shall forfeit all payments made pursuant to this Consent Decree and this covenant not to sue and the contribution protection in Paragraph 22 shall be null and void. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the State's right to pursue any other causes of action arising from Settling Defendant's false or materially inaccurate information. This covenant not to sue extends only to Settling Defendant and does not extend to any other person.

IX. RESERVATION OF RIGHTS BY PLAINTIFFS

14. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all matters not expressly included within the Covenant Not to Sue by the United States in Paragraph 12. Notwithstanding any other provision

of this Consent Decree, the United States reserves all rights against Settling Defendant with respect to:

- a. liability of Settling Defendant for failure of Settling Defendant to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability, based upon Settling Defendant's ownership or operation of the Site, or upon Settling Defendant's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendant; and
- d. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

15. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Consent Decree, against Settling Defendant if the Financial Information provided by Settling Defendant, or the financial certification made by Settling Defendant in Paragraph 27(b), is determined by EPA to be false or, in any material respect, inaccurate.

16. The State reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all matters not expressly included within the Covenant Not to Sue by the State in Paragraph 13. Notwithstanding any other provision of this Consent Decree, the State reserves all rights against Settling Defendant with respect to:

- a. liability of Settling Defendant for failure of Settling Defendant to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability, based upon Settling Defendant's ownership or operation of the Site, or upon Settling Defendant's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendant; and
- d. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

17. Notwithstanding any other provision of this Consent Decree, the State reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Consent Decree, against Settling Defendant if the Financial Information provided by Settling Defendant, or the financial certification made by Settling Defendant in Paragraph 27(b), is determined by the State to be false or, in any material respect, inaccurate.

X. COVENANT NOT TO SUE BY SETTLING DEFENDANT

18. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States or the State, or their contractors or employees, with respect to

the Site or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States or the State pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, and/or pursuant to Conn. Gen. Stat. §§ 22a-451 and 452, relating to the Site.

Except as provided in Paragraph 20 (Waiver of Claims) and Paragraph 24 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply to Settling Defendant in the event the United States or the State brings a cause of action or issues an order against Settling Defendant pursuant to the reservations set forth in Paragraph 14(c) - (d) and Paragraph 16(c) - (d), but only to the extent that the Settling Defendant's claims arise from the same response action or response costs that the United States or the State is seeking pursuant to the applicable reservation.

19. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

20. Settling Defendant agrees not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that it may have for all matters relating to the Site against any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Defendant may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against Settling Defendant.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

21. Except as provided in Paragraph 20, nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Decree may have under applicable law. Except as provided in Paragraph 20, the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

22. The Parties agree, and by entering this Consent Decree this Court finds, that this

settlement constitutes a judicially-approved settlement for purposes of Section 113(f)(2), 42 U.S.C. § 9613(f)(2), and that Settling Defendant is entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), or as may be otherwise provided by law, for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are (a) all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person, and (b) Natural Resource Damages, provided, however, that if the United States exercises rights under the reservations in Section IX (Reservations of Rights by Plaintiffs), other than in Paragraphs 14.a (claims for failure to meet a requirement of the settlement) or 14.b (criminal liability), the "matters addressed" in this Consent Decree will no longer include those response costs or response actions or natural resource damages that are within the scope of the exercised reservation.

23. Settling Defendant shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify EPA, DOI, DOJ and the State in writing within 10 days of service of the complaint or claim upon it. In addition, Settling Defendant shall notify EPA, DOI, DOJ and the State within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

24. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants Not to Sue by Plaintiffs set forth in Section VIII.

XII. RETENTION OF RECORDS

25. Until such time as Settling Defendant has complied with its obligations pursuant to Section VI of this Consent Decree, Settling Defendant shall preserve and retain all records now in its possession or control, or which come into its possession or control, that relate in any manner to (a) response actions taken at the Site or (b) the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

26. After the conclusion of the document retention period in the preceding Paragraph, Settling Defendant shall notify EPA and DOJ and the State at least 90 days prior to the destruction of any such records, and, upon request by EPA or DOJ or the State, Settling Defendant shall deliver any such records to EPA or the State. Settling Defendant may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendant asserts such a privilege, it shall provide Plaintiffs with the following: (a) the title of the record; (b) the date of the record; (c) the name and title of the author of the record; (d) the name and title of each addressee and recipient; (e) a description of the subject of the record; and (f) the privilege asserted. However, no records created or generated pursuant to the requirements of this or any other settlement with the United States shall be withheld on the grounds that they are privileged.

27. Settling Defendant hereby certifies that, to the best of its knowledge and belief, after thorough inquiry, it has:

a. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or other information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site, and that it has fully complied with any and all EPA requests for information regarding the Site and its financial circumstances pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927; and

b. submitted to EPA Financial Information that fairly, accurately, and materially sets forth Settling Defendant's financial circumstances, and that those circumstances have not materially changed between the time the Financial Information was submitted to EPA and the time Settling Defendant executes this Consent Decree.

XIII. NOTICES AND SUBMISSIONS

28. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any service of process or written notice requirement of the complaint or Consent Decree with respect to the United States, EPA, DOJ, DOI, the State, and Settling Defendant, respectively.

As to the United States and DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-7-1-23/10

As to EPA:

Audrey Zucker
Senior Enforcement Counsel
U.S. Environmental Protection Agency
Region 1
5 Post Office Square
Boston, MA 02109

As to DOI:

Mark Barash
Department of the Interior
One Gateway Center, Suite 612
Newton Corner, MA 02158

As to the State :

Thomas RisCassi
Department of Environmental Protection
79 Elm Street
Hartford, CT 06106

As to Settling Defendant:

Joseph Compagnone
31 Thurston Drive
Palm Beach Gardens, FL 33418

XIV. RETENTION OF JURISDICTION

29. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. INTEGRATION/APPENDICES

30. This Consent Decree and its appendices constitute the final, complete and exclusive Consent Decree and understanding between the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the map of the Site.

"Appendix B" is a list of the financial documents submitted to EPA by Settling Defendant.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

31. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

32. If for any reason this Court should decline to approve this Consent Decree in the form presented, this Consent Decree is voidable at the sole discretion of any party and the terms of the Consent Decree may not be used as evidence in any litigation between the Parties.

XVII. SIGNATORIES/SERVICE

33. Each of the undersigned representatives of Settling Defendant and of Plaintiffs certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

34. Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendant in writing that it no longer supports entry of the Consent Decree.

35. Settling Defendant hereby agrees to accept service of process of the complaint as provided in Section XIII (Notices and Submissions) and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendant need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XVIII. FINAL JUDGMENT

36. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States, the State, and Settling Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ____ DAY OF _____, 20__.

United States District Judge

Signature page for Consent Decree in *United States and the State of Connecticut v. Anacomp Inc., et al.*

FOR THE UNITED STATES OF AMERICA:

ELLEN MAHAN
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

Date

MARK A. GALLAGHER
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

NORA R. DANNEHY
United States Attorney
District of Connecticut

JOHN B. HUGHES, Bar No. CT05289
Civil Chief
United States Attorney's Office
District of Connecticut
157 Church Street
New Haven, CT 06510
(203) 821-3802

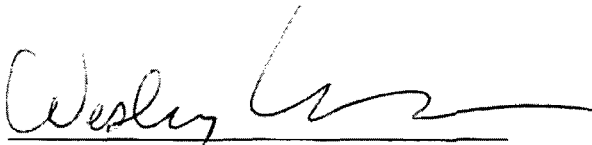
Signature page for Consent Decree in *United States and the State of Connecticut v. Anacom Inc., et al.*

1/7/11
Date



H. CURTIS SPALDING
Regional Administrator
U.S. Environmental Protection Agency
Region 1
5 Post Office Square
Boston, MA 02109

12/17/10
Date



WESLEY KEILMAN
Enforcement Counsel
U.S. Environmental Protection Agency
Region 1
5 Post Office Square
Boston, MA 02109

Signature page for Consent Decree in *United States and the State of Connecticut v. Anacom
Inc., et al.*

FOR THE STATE OF CONNECTICUT:

Date

JOHN M. LOONEY
Assistant Attorney General
Office of the Attorney General
55 Elm Street
Hartford, CT 06106
Federal Bar # CT08279

Signature page for Consent Decree in *United States and the State of Connecticut v. Anacomp Inc., et al.*

FOR DEFENDANT COMPAGNONE
HOLDINGS, INC.:

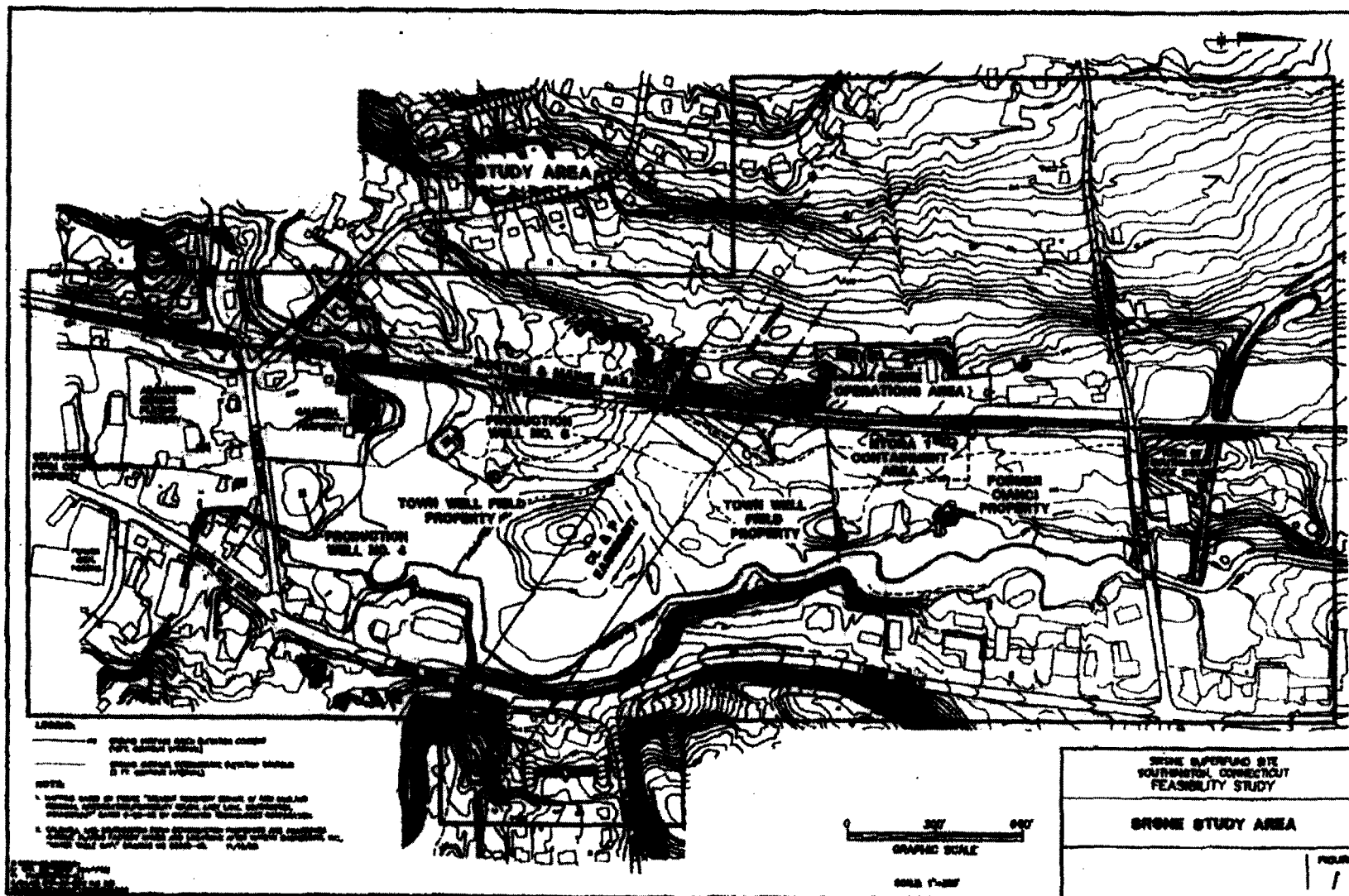
12/1/10
Date

Joseph Compagnone
Joseph Compagnone

Address: 31 THURSTON DR
PALM BEACH GARDENS, FL. 33418

APPENDIX A

MAP OF SITE



Appendix B – Financial Documents Submitted by Compagnone Holdings, Inc.

- Response from Joseph A. Compagnone dated October 28, 2010 to EPA request for additional information, October 18, 2010.
- Mace Adhesives and Coatings Co., Inc., Financial Statements for the 8 months ended August 31, 2009.
- Mace Adhesives and Coatings Co. Inc., Financial Statements for the fiscal years 2007 and 2008.
- Asset Purchase Agreement between Mace Adhesives & Coatings Company, Inc., Mace Polymers & Additives, Inc., Joseph A. Compagnone, Ernest S. Gulla, and Mark D. Compagnone, September 30, 2009.
- Compagnone Holdings, Inc. (formerly known as Mace Adhesives & Coatings Co., Inc.), U.S. Income Tax Return, fiscal year ended December 31, 2009.
- November 26, 2008 response to EPA's request for information, including all attachments.